

Internet Service Agreement

This Internet Service Agreement ("Agreement") is made by and between **THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA** ("Customer") and **THE CITY OF LEESBURG, FLORIDA** ("City"). This Agreement provides the general terms and conditions applicable to Customer's purchase of Internet service ("Service") from City.

1.0 ORDERING SERVICE

- 1.1 The Service.** The Service that City offers to provide to Customer is described in Exhibits A, B and C to this Agreement and any Customer Order.
- 1.2 Placing Orders.** Customer may order Service by submitting to City a form designated by City ("Customer Order"). Customer Orders shall contain the duration for which Service is ordered ("Service Term"). City will notify Customer of acceptance of the Customer Order by delivering (in writing or electronically) the date by which City will install Service (the "Customer Commit Date") and then deliver the Service.
- 1.3 Customer Premises; Title to Equipment.** If access to non-City facilities is required for the installation, maintenance or removal of City equipment, Customer shall, at its expense, secure such right of access and shall arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment. Title to equipment (including software) provided by City remains with City. Customer will not create or permit to be created any encumbrances on City's equipment. Any access by the City to the Customer's facilities shall be subject to and in compliance with, Sections 1012.315, 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes.
- 1.4 Scheduled Maintenance and Local Access.** Scheduled maintenance may result in Service interruption. If scheduled maintenance requires Service interruption, City will: (i) attempt to provide Customer thirty days' prior written notice, (ii) work with Customer to minimize such interruptions and (iii) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time.

2.0 BILLING AND PAYMENT

- 2.1 Commencement of Billing.** City will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, and shall confirm receipt of Connection Notice by Customer, at which time billing will commence ("Service Commencement Date"). If Customer notifies City within 3 business days after delivery of the Connection Notice that Service is not functioning properly, City will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable Monthly Recurring Charge for each day the Service did not function properly.
- 2.2 Payment of Invoices and Disputes.** City will deliver an invoice each month to Customer, and payment will be due no later than the date stated on the face of the invoice (the "Due Date"). In no event, shall Due Date be less than 30 days from the date of the invoice. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Customer is responsible for all charges respecting the Service, even if incurred as the result of unauthorized use except that Customer shall not be responsible for fraudulent or unauthorized use (A) by City or its employees, (B) by third parties to the extent that such use (i) is caused by, or arising out of, City's gross negligence or willful misconduct, or (ii) originates on City's side of the demarcation point. If Customer disputes an invoice, Customer must pay the undisputed amount by the Due Date and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If the dispute is resolved against Customer, Customer shall pay such amounts plus interest from the date originally due. Any payments shall be applied first to any penalties owed, then to any interest owed and then to oldest to newest principal owed.
- 2.3 Taxes and Fees.** Excluding taxes based on City's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service, including but not limited to value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up), excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (including regulatory and 911 surcharges), whether imposed on City or a City affiliate, along with similar charges stated in a Customer Order (collectively "Taxes and Fees"). Some Taxes and Fees are recovered through imposition of a percentage surcharge on the charges for Service. Charges for Service are exclusive

of Taxes and Fees. Customer may present City with an exemption certificate eliminating City's liability to pay certain Taxes and Fees; City will give effect thereto prospectively.

- 2.4 Regulatory and Legal Changes.** If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will attempt to negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within thirty days after City's notice requesting renegotiation: (a) City may, on a prospective basis after such thirty days period, pass any increased delivery costs on to Customer and (b) if City does so, Customer may immediately terminate the affected Service on notice to City delivered within thirty days from the date of City's invoice that includes the effect of the increased delivery costs.
- 2.5 Cancellation and Termination Charges.**
- 2.5.1** Customer may cancel a Customer Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to City identifying the affected Customer Order and Service. If Customer does so, Customer shall pay City a cancellation charge equal to the sum of: (i) City's out of pocket costs (if any) incurred in constructing facilities necessary for Service delivery.
- 2.5.2** Customer may terminate specified Service(s) after the delivery of a Connection Notice upon thirty days' written notice to City. If Customer does so, or if Service is terminated by City hereunder as the result of Customer's default, Customer shall pay City a termination charge equal to the sum of: (i) all unpaid amounts for Service actually provided; and (ii) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination. Customer acknowledges that the charges in this Section are a genuine estimate of City's actual damages and are not a penalty.

3.0 DEFAULT

- 3.1 Defaulting Party Defined.** If Customer fails to make any payment when due and such failure continues for five business days after written notice from City, Customer shall be considered to be in default of its obligations under this Agreement. If either party fails to observe or perform any other material term of this Agreement and such failure continues for thirty days after written notice from the other party, then that party shall be in default of its obligations under this Agreement.
- 3.2 Non-defaulting Party's Privileges.** Upon providing notice as set forth in Section 3.1 above, the non-defaulting party may: (i) terminate this Agreement and/or any Customer Order, in whole or in part, without further liability, cost or obligation to the Non-Defaulting Party, arising out of this Agreement, and/or (ii) subject to Section 4.1 and 4.3 of this Agreement, pursue any remedies it may have at law or in equity.

4.0 LIABILITIES AND SERVICE LEVELS

- 4.1 No Special Damages.** Neither party shall be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Customer Order.
- 4.2 Disclaimer of Warranties.** CITY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE SCHEDULE.
- 4.3 Service Levels.** The "Service Level" commitments applicable to Service are contained in the Service Schedules provided in Exhibits A, B and C to this Agreement. If City does not meet a Service Level, a credit will be issued to Customer if and as stated in the applicable Service Schedule on Customer's written request. To request a credit, Customer must contact City Customer Service (contact information is located at <http://LeesburgFlorida.gov>) or deliver a written request per the provisions of Section 5.4 of this Agreement (with sufficient detail to identify the affected Service) within sixty days after the end of the month in which the event occurred. Total monthly credits will never exceed the charges for the affected Service for that month. With relation to Service Levels, subject to and in addition to Section 4.4 and Section 4.6, below, Customer's sole remedies for any non-performance, outages, failures to deliver or defects in such Service Levels, are contained in the Service Schedules applicable to the affected Service.

- 4.4 Right of Termination for Installation Delay.** In lieu of installation Service Level credits, if City's installation of Service is delayed by more than thirty business days beyond the Customer Commit Date, Customer may immediately terminate the affected Service without liability, upon written notice to City, provided such written notice is delivered prior to City delivering a Connection Notice for the affected Service. This Section shall not apply where City is constructing facilities to a new location not previously served by City.
- 4.5 Indemnification.** The Customer agrees to make payment of all proper charges for labor and services required under this Agreement and Customer shall indemnify City and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of Customer's failure to make payment of all proper charges for labor and services, as follows: any unpaid bills for labor, services or materials furnished pursuant to this Agreement; any failure of performance of Customer under this Agreement; or any act or omission on the part of the Customer, his agents, employees, or servants.
- 4.5.1** City agrees to indemnify, defend and hold harmless Customer, its public officials, officers, directors, employees, agents, guests and invites its subsidiaries, affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense, including attorneys' fees, which Customer, its public officials, officers, directors, employees, agents, guests and invites its subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the City under the obligation of this Agreement.
- 4.5.2 Background Investigation Indemnity.** City represents and warrants to Customer that City has read and is familiar with Florida Statute Sections 1012.315, 1012.32, 1012.465, 1012.467, and 1012.468, regarding background investigations. City covenants to comply with all requirements of the above-cited statutes and shall provide Customer with proof of compliance upon request. City agrees, to the extent permitted by law and without waiving its sovereign immunity protections afforded by Florida law, to indemnify and hold harmless Customer, its officers, agents and employees from any liability in the form of injury, death, or property damage resulting from City's failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.315, 1012.32, 1012.465, 1012.467 and 1012.468.
- 4.5.3** Customer agrees to indemnify, defend and hold harmless City, its public officials, officers, directors, employees, agents, guests and invites its subsidiaries, affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense, including attorneys' fees, which City, its public officials, officers, directors, employees, agents, guest and invites its subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligations of this Agreement.
- 4.6 Limitation of Liability and Remedies.** Customer understands and agrees that City's liability and Customer's sole remedy, subject to and in addition to Section 4.3 and 4.4, above, against City for any loss or damage that arises directly or indirectly out of, or resulting from impairment of, any service provided by City pursuant to this Agreement, or any mistake, omission, interruption, delay, error, or defect in the provision of services, or for loss or damage caused by delayed performance, negligent performance or nonperformance regardless of Customer's form of action shall be limited to recovery of actual damages in an amount equivalent to the greater of:
- A. The amount of actual and direct damages that are proven; or
 - B. The service charges incurred by Customer for the period of service during which such mistake, omission, interruption, delay, error, defect, or failure of service occurred.

5.0 GENERAL TERMS

- 5.1 Force Majeure.** Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of such an event. In the event City is unable to deliver Service as a result of a Force Majeure Event, Customer shall not be obligated to pay City for the affected Service for the duration of the event. Force Majeure Events and scheduled maintenance under section 1.4 are considered "Excused Outages" and shall not, apart from City's gross negligence or willful misconduct, make City a defaulting party per Section 3.1 of this Agreement.

- 5.2 Assignment and Resale.** Customer may not assign its rights or obligations under this Agreement without the prior written consent of City, which will not be unreasonably withheld. This Agreement shall apply to any permitted transferees or assignees. Nothing in this Agreement, express or implied, confers upon any third party any right, benefit or remedy under or by reason of this Agreement.
- 5.3 Deleted.**
- 5.4 Notices.** Any notices provided by one party to the other party pursuant to this Agreement shall be in writing and deemed given on (i) the date delivered if delivered personally, by facsimile or e-mail (or the next business day if delivered on a weekend or legal holiday), (ii) the business day after dispatch if sent by overnight courier, or (iii) the third business day after dispatch if otherwise sent., addressed as follows:
- | | |
|---|--------------------------------|
| IF TO CITY: | IF TO CUSTOMER: |
| City of Leesburg | School Board of Lake County |
| 501 W. Meadow Street | 814 W. Bryan Street |
| P.O. Box 490630 | Tavares, FL 32778 |
| Leesburg, FL 34749 | |
| Attn: Communications Utility Manager | Attn: Glen Reubelt |
| Facsimile: (352) 435-9451 | Facsimile: (352) 742-1168 |
| Email: communications.manager@leesburgflorida.gov | Email: reubeltg@lake.k12.fl.us |
- If no electronic or physical Customer address is indicated above, notices may be provided to any electronic or physical address identified on the Customer Order. Either party may change its notice address upon notice to the other party.
- 5.5 Acceptable Use Policy; Data Protection.** Customer's use of Service shall comply with City's Acceptable Use Policy and Privacy Policy as applicable, as communicated in writing to Customer from time to time and which are also available through City's web site (<http://leesburgflorida.gov>).
- 5.6 Intellectual Property and Publicity.** Neither party is granted a license or other right (express, implied or otherwise) to use any trademarks, copyrights, service marks, trade names, patents, trade secrets or other form of intellectual property of the other party or its affiliates without the express prior written authorization of the other party. Neither party shall issue any press release or other public statement relating to this Agreement, except as may be required by law or agreed between the parties in writing.
- 5.7 Governing Law; Amendment.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its choice of law rules and jurisdiction for any claim or cause of action shall lie only in Lake County, Florida. This Agreement, including any Service Schedule(s) and Customer Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. This Agreement may only be modified or supplemented by written instrument executed by an authorized representative of each party.
- 5.8 Relationship and Counterparts.** The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.
- 5.9 Dispute Resolution.** Any and all disputes arising hereunder shall be attempted to be resolved through a collaborative and mutually acceptable process with open discussions and cooperative effort. Dispute shall be resolved in accordance with the provisions of Chapter 164, Florida Statutes, "Governmental Disputes." The parties agree not to pursue litigation on any matter that is the subject of this Agreement until they have exhausted all good faith attempts at the alternative dispute resolution as set forth in Chapter 164, Florida Statutes.
- 5.9.1. Attorneys' Fees and Costs.** In the event resolution is not achieved under the efforts set forth in Paragraph 5.9 of this Agreement, then the prevailing party in any dispute under this Agreement shall be entitled to all reasonable costs, expenses and attorneys' fees, including but not limited to those associated with alternative dispute resolution, trial and appellate proceedings in connection with any litigation or arbitration, if arbitration is mutually agreed upon, pertaining to the interpretation or enforcement of this Agreement.

- 5.10 Order of Precedence.** In the event of any conflict between this Agreement and the terms and conditions of any Service Schedule and/or Customer Order, the order of precedence is as follows: (1) any Customer Order signed by Customer and accepted by City, 2) any Service Schedule either attached hereto or hereafter signed by Customer, and (3) this Agreement.
- 5.11 Term.** This Agreement shall become effective upon its execution by both Customer and City and shall continue in force for as long as any Customer Order entered into under this Agreement remains in force. This Agreement shall terminate one-hundred, eighty (180) days after all Service Schedules and Customer Orders enter into under this Agreement terminate.
- 5.12 Severability.** If a court of competent jurisdiction finds or holds any part of this Agreement or any Service Schedule or any Customer Order entered into under this Agreement to be unenforceable, then only the unenforceable provision or section shall be affected and the remaining portions of this Agreement or any Service Schedule or any Customer Order entered into under this Agreement shall continue in full force and effect.
- 5.13 Entire Agreement.** This Agreement, including any Service Schedule(s) and Customer Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements, understandings, proposals, or representations relating to the Service, which are of no further force or effect. The Service Schedules attached hereto are listed below:
- **SERVICE SCHEDULE, K-12 Internet Service, Issue 1A – February 8, 2012**
 - **SERVICE SCHEDULE, Retail Internet Bandwidth, Issue 3B – March 2, 2012**
 - **SERVICE SCHEDULE, Point-to-Point Ethernet Circuit, Issue 5A – February 8, 2012**

and are integral parts hereof and are hereby made a part of this Agreement.

- 5.14 No Waiver.** No delay or omission to exercise any right, power or remedy accruing to any party upon any breach or default of the other party under this Agreement shall impair any such right, power or remedy of such first party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any holder of any breach or default under this Agreement, or any waiver on the part of any holder of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing or as provided in this Agreement.

6.0 PRICING

- 6.1 City's Offered Prices.** The prices that City offers to Customer are stated in Exhibit D to this Agreement.
- 6.2 Price On Order.** The pricing that shall apply to any particular Order shall be stated on the related Customer Order form.

7.0 "E-RATE"

- 7.1 Customer's Intent to Apply for Discount(s).** Customer intends to apply for discounts or other benefits available to it under the Universal Service Fund Schools and Libraries Program established by the Telecommunications Act of 1996 ("E-Rate Program") and administered by the Universal Service Administration Company ("USAC").
- 7.2 Customer's Responsibility to Make Timely Application.** Customer shall be solely responsible to submit any information, forms or other material to USAC in a timely manner in pursuit of discounts or other benefits which it wishes to seek from the E-Rate Program.
- 7.3 City Agrees to Support Customer Filings.** City agrees to provide accurate and timely certifications or other information to USAC in support of Customer's application(s) for discounts or other benefits under the E-Rate Program. City's E-Rate Service Provider Identification Number is 143025653.

- 7.4** **Customer's Obligation to Pay City.** Customer shall be responsible to pay City in full for any amounts it owes to City under this Agreement, regardless of whether or not Customer receives any discounts or other benefits from the E-Rate Program.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

CITY OF LEESBURG, FLORIDA
("City")

By _____

Name _____

Title _____

Date _____

THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA
("Customer")

By _____

Name _____

Title _____

Date _____

ATTESTED:

(signed)

Its City Clerk

APPROVED AS TO FORM AND CONTENT:

(signed)

Its City Attorney



EXHIBIT A
to
**Internet
Service
Agreement**
Page 1 of 1

SERVICE SCHEDULE
K-12 Internet Service

Issue 1A – February 8, 2012
Page 1 of 1

This service is a bundled package of services designed to provide access to the Internet that is appropriately screened per the requirements of the Children's Internet Protection Act. It is comprised of: (i) an IP transit service (including a dedicated IP access port) providing access to the City of Leesburg IP network and the global Internet; (ii) Internet content filtering; (iii) provision of one or more administrator user ids that allow Customer access to and management of Customer's account on and usage of City's Internet content filtering tool(s).

This service is not oversubscribed on City's network; no portion of the bandwidth stated on the accompanying Customer Order is shared with any other customer on City's network. 100% of the bandwidth is dedicated to Customer and available for Customer's use 24 hours per day, 7 days per week ("24x7").

The service is available through an Ethernet interface¹ at City's equipment located at the point of delivery noted in the accompanying Customer Order.

If Customer uses IP address(es) provided by City and assigned to Customer. Customer will be required to cease using those addresses when City ceases providing this service to Customer.

If Customer instead uses IP address(es) not provided by City, Customer must allow City to advertise any such IP addresses as being available by means of City's network.

The service is considered unavailable if City's monitoring and/or testing demonstrates that its IP access port dedicated to providing this service is unable to send or receive traffic. If, other than for Excused Outages, City testing finds the service is unavailable for the periods noted below, City will credit Customer's account with the amounts indicated. Unavailability is stated as the service's cumulative unavailability per calendar month and does not span multiple calendar months. "MRC" in the table below refers to Customer's monthly recurring charge.

Cumulative Unavailability (hours:minutes:seconds)	Credit
00:00:01 – 00:10:00	no credit
00:10:01 – 00:45:00	5% of MRC
00:45:01 – 4:00:00	10% of MRC
4:00:01 – 8:00:00	20% of MRC
8:00:01 – 12:00:00	30% of MRC
12:00:01 – 16:00:00	40% of MRC
16:00:01 – 24:00:00	50% of MRC
24:00:01 or greater	100% of MRC

Technical Service Escalation Schedule

Customers should first call lower levels and, if necessary,
proceed to higher levels.

Escalation Level	Time of Day	Contact
1	24 x 7	Communications Hotline 352-435-9463
2	24 x 7	Operations Manager 352-516-7147
3	24 x 7	Manager, Communications Utility 352-516-2750
4	24 x 7	Director, Information Technology 352-516-9030

¹ Note that this service must be combined with a Point-to-Point Ethernet circuit, with one endpoint being at Customer's desired premises and the other endpoint being at City's point of delivery.



EXHIBIT B
to
**Internet
Service
Agreement**
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SERVICE SCHEDULE
Retail Internet Bandwidth

Issue 3B – March 2, 2012
Page 1 of 1

This service is an IP transit service (including a dedicated IP access port) providing access to the City of Leesburg IP network and the global Internet. This service is not oversubscribed on City's network; no portion of the bandwidth stated on the accompanying Customer Order is shared with any other customer on City's network. 100% of the bandwidth is dedicated to Customer and available for Customer's use 24 hours per day, 7 days per week ("24x7").

The service is available through an Ethernet interface¹ at City's equipment located at the point of delivery noted in the accompanying Customer Order.

If Customer uses IP address(es) provided by City and assigned to Customer, Customer will be required to cease using those addresses when City ceases providing this service to Customer.

If Customer instead uses IP address(es) not provided by City, Customer must allow City to advertise any such IP addresses as being available by means of City's network.

The service is considered unavailable if City's monitoring and/or testing demonstrates that its IP access port dedicated to providing this service is unable to send or receive traffic. If, other than for Excused Outages, City testing finds the service is unavailable for the periods noted below, City will credit Customer's account with the amounts indicated. Unavailability is stated as the service's cumulative unavailability per calendar month and does not span multiple calendar months. "MRC" in the table below refers to Customer's monthly recurring charge.

Cumulative Unavailability (hours:minutes:seconds)	Credit
00:00:01 – 00:10:00	no credit
00:10:01 – 00:45:00	5% of MRC
00:45:01 – 4:00:00	10% of MRC
4:00:01 – 8:00:00	20% of MRC
8:00:01 – 12:00:00	30% of MRC
12:00:01 – 16:00:00	40% of MRC
16:00:01 – 24:00:00	50% of MRC
24:00:01 or greater	100% of MRC

Technical Service Escalation Schedule

Customers should first call lower levels and, if necessary,
proceed to higher levels.

Escalation Level	Time of Day	Contact
1	24 x 7	Communications Hotline 352-435-9463
2	24 x 7	Operations Manager 352-516-7147
3	24 x 7	Manager, Communications Utility 352-516-2750
4	24 x 7	Director, Information Technology 352-516-9030

¹ Note that this service must be combined with a Point-to-Point Ethernet circuit, with one endpoint being at Customer's desired premises and the other endpoint being at City's point of delivery.



COMMUNICATIONS UTILITY

EXHIBIT C

**to
Internet
Service
Agreement
Page 1 of 1**

**SERVICE SCHEDULE
Point-to-Point Ethernet Circuit**

Issue 5A – February 8, 2012
Page 1 of 1

This leased service is an Ethernet circuit with a Line Rate and Customer Bandwidth as stated in the applicable Customer Order.

Each of the circuit's endpoints is located on Customer's premises in a climate-controlled environment where 110 VAC electrical power is readily available.

The circuit may pass through equipment in City's core network or it may function as a standalone circuit, physically running directly from Circuit Endpoint A to Circuit Endpoint B.

If, other than for Excused Outages, City testing finds the circuit failing to perform at greater than 95% of the Customer Bandwidth stated in the applicable Customer Order, City will credit Customer's account with the amounts indicated. Outages spanning calendar months are considered a single outage and are credited in the month in which the outage ends. "MRC" in the table below refers to Customer's monthly recurring charge.

Outage lasting at least	Outage lasting not more than	Credit
24 continuous hours	47 continuous hours	6% of MRC
48 continuous hours	71 continuous hours	12% of MRC
72 continuous hours	95 continuous hours	18% of MRC
96 continuous hours	120 continuous hours	25% of MRC
120 continuous hours	191 continuous hours	50% of MRC
192 continuous hours	720 continuous hours	100% of MRC

Technical Service Escalation Schedule

Customers should first call lower levels and, if necessary, proceed to higher levels.

Escalation Level	Time of Day	Contact
1	24 x 7	Communications Hotline 352-435-9463
2	24 x 7	Operations Manager 352-516-7147
3	24 x 7	Manager, Communications Utility 352-516-2750
4	24 x 7	Director, Information Technology 352-516-9030

EXHIBIT D
to
**Internet
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PRICING

DELIVERED TO A SINGLE POINT						
	BASIC			K - 12		
	Non-Recurring Installation Charge: \$1,000.00			Non-Recurring Installation Charge: \$1,380.00		
	1-Yr Term	2-Yr Term	3-Yr Term	1-Yr Term	2-Yr Term	3-Yr Term
200 Mbps	4,212.50	4,001.88	3,791.25	10,711.92	9,110.33	8,576.50
300 Mbps	5,626.81	5,345.47	5,064.13	12,126.23	10,453.92	9,849.38
400 Mbps	7,045.23	6,692.97	6,340.71	13,544.65	11,801.42	11,125.96
500 Mbps	8,445.85	8,023.56	7,601.27	14,945.27	13,343.68	12,809.85

DELIVERED TO TWO POINTS						
	BASIC			K - 12		
	Non-Recurring Installation Charge: \$1,300.00			Non-Recurring Installation Charge: \$1,680.00		
	1-Yr Term	2-Yr Term	3-Yr Term	1-Yr Term	2-Yr Term	3-Yr Term
200 Mbps	4,462.50	4,251.88	4,041.25	10,961.92	9,360.33	8,826.50
300 Mbps	5,890.81	5,609.47	5,328.13	12,390.23	10,717.92	10,113.38
400 Mbps	7,350.73	6,998.47	6,646.21	13,850.15	12,106.92	11,431.46
500 Mbps	8,765.35	8,343.06	7,920.77	15,264.77	13,663.18	13,129.35



COMMUNICATIONS UTILITY

CUSTOMER ORDER

Retail Internet Bandwidth

Page 1 of 1

CITY ORDER REFERENCE: 1202RIB-001
ORDER ISSUE DATE: 10 February 2012
VALID THROUGH: 9 March 2012
CUSTOMER: The School Board of Lake County, Florida
201 West Burleigh Boulevard
Tavares, Florida 32778

Delivery Point: 501 West Meadow Street
Leesburg, Florida

Port Speed:	1000 Mbps	Port Protection:	No
Upstream Route Protection:	No	Service Term:	13 months
Customer Bandwidth:	500 Mbps	Nonrecurring Installation Fee:	\$1,000.00
Monthly Recurring Fee:	\$8,445.85	Ipv4 Addresses:	tbd
Service Start Date:	1 June 2012		

SPECIAL TERMS AND CONDITIONS

1. Customer may order the Retail Internet Bandwidth as described above by signing, dating and returning one original of this form to City no later than "valid through" date stated above. Upon City's written acceptance of this order, it shall become a Customer Order governed by the Master Service Agreement previously entered into by and between Customer and City and the then applicable Retail Internet Bandwidth Service Schedule.
2. Upon acceptance by City, this order replaces and extinguishes the following prior Customer Order for Retail Internet Bandwidth:
NONE
3. This Customer Order shall automatically renew for a 90-day extension ("Extension") at the end of the Service Term stated above or any Extension unless customer provides written notice of intent to not extend the order no less than 45 (forty-five) days prior to the end of the Service Term stated above or any then effective Extension.
4. Customer may request increased bandwidth for this Retail Internet Bandwidth by signing and returning to City a revised Customer Order at any time during the Service Term noted above or any Extension.
5. Customer agrees not to resell, barter, trade or otherwise pass the Internet bandwidth provided by City under this order to any third parties other than to: (1) parties controlled by Customer; (2) parties controlled by the same parent company as that which controls Customer; or (3) any parties that are wholly-owned by Customer.
6. This service is provided by means of City-owned equipment deployed in part at Customer premises. In placing this order, Customer agrees to not move, remove, bypass, configure, reconfigure or otherwise tamper with City-owned equipment other than as explicitly directed by City. Customer further agrees to not allow any other party to move, remove, bypass, configure, reconfigure or otherwise tamper with City-owned equipment other than as explicitly directed by City..
7. Customer agrees to allow City reasonable access to City-owned equipment deployed at Customer premises.

(authorized signature on behalf of Customer)

(date)

(printed name)

(title)

ACCEPTED BY CITY:

(date)



COMMUNICATIONS UTILITY

CUSTOMER ORDER

Point-to-Point Ethernet Circuit

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CITY ORDER REFERENCE: 1202PTPE-001
ORDER ISSUE DATE: 10 February 2012
VALID THROUGH: 9 March 2012
CUSTOMER: The School Board of Lake County, Florida
201 West Burleigh Boulevard
Tavares, Florida 32778

Circuit Endpoint A: 501 West Meadow Street
Leesburg, Florida

Circuit Endpoint B: 814 West Bryan Street
Tavares, Florida

Service Start Date: 1 June 2012

Ethernet Line Rate: 1000 Mbps
Customer Bandwidth: local loop for Internet
Monthly Recurring Fee: none

Service Term: 13 months
Nonrecurring Installation Fee: none

SPECIAL TERMS AND CONDITIONS

1. Customer may order the Point-to-Point Ethernet Circuit as described above by signing, dating and returning one original of this form to City no later than "valid through" date stated above. Upon City's written acceptance of this order, it shall become a Customer Order governed by the Master Service Agreement previously entered into by and between Customer and City and the then applicable Point-to-Point Ethernet Circuit Service Schedule.
2. Upon acceptance by City, this order replaces and extinguishes the following prior Customer Order for a Point-to-Point Ethernet Circuit:
NONE
3. This Customer Order shall automatically renew for a 90-day extension ("Extension") at the end of the Service Term stated above or any Extension unless customer provides written notice of intent to not extend the order no less than 45 (forty-five) days prior to the end of the Service Term stated above or any then effective Extension.
4. Customer may request increased bandwidth for this Point-to-Point Ethernet Circuit by signing and returning to City a revised Customer Order at any time during the Service Term noted above or any Extension.
5. This circuit is provided by means of City-owned equipment deployed in part at Customer premises. In placing this order, Customer agrees to not move, remove, bypass, configure, reconfigure or otherwise tamper with City-owned equipment other than as explicitly directed by City. Customer further agrees to not allow any other party to move, remove, bypass, configure, reconfigure or otherwise tamper with City-owned equipment other than as explicitly directed by City.
6. Customer agrees to allow City reasonable access to City-owned equipment deployed at Customer premises.

(authorized signature on behalf of Customer)

(date)

(printed name)

(title)

ACCEPTED BY CITY:

(date)